

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the *new name of WIB* and the following partners: the Central Indiana Regional Workforce Board, Inc., South Central Region 8 Workforce Board, Inc., Indiana Region 9 Workforce Board, Inc., Grow Southwest Indiana Workforce Board, Inc.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. Purpose

In accordance with §121(c) of the Workforce Investment Act of 1998, the local board, with the agreement of the chief elected official, shall develop and enter into a Memorandum of Understanding between the local board and the one-stop partners concerning the operation of the one-stop delivery system in the local area.

II. Term of Agreement

This Memorandum of Understanding will cover a period of two years. It will begin on July 1, 2011 and end on June 30, 2013.

III. Provision of Services

The partners entering into this Memorandum of Understanding agree to continue to work with the *new name of WIB* to develop new access or improve upon existing access to their services through the one-stop system. Each partner will work with the *new name of WIB* to analyze available services and identify areas where access to services through the one-stop system could be improved. The partners agree to work with the *new name of WIB* on continuous improvement of the one-stop system.

The WorkOne delivery system shall provide the following services:

- a. Core Services as described in the Workforce Investment Act §134(d)(2);
- b. Access to intensive services and training services as described in the Workforce Investment Act §134(d)(3) and (4);
- c. Access to the discretionary one-stop delivery activities and supportive services as described in the Workforce Investment Act §134(e);
- d. Access to programs and activities carried out by one-stop partners and described in section 121(b);
- e. Access to the employment statistics system and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner-Peyser Act.

IV. Funding and Operating Costs

The one-stop system will be funded primarily through local Workforce Investment Act funds, and funds allocated to the local Department of Workforce Development programs (i.e.

Wagner-Peyser, Veterans, Unemployment Compensation, and Trade Act). As other partners elect to negotiate with the Regional Workforce Boards to locate staff in WorkOne offices, financial agreements with those individual partners may be negotiated.

All one-stop partners assure that they will work with the *new name of WIB* and the State to work out funding of operational costs pursuant to federal and state guidelines.

The source of funding to support the One-Stop delivery system may include any one or more of the following:

- Workforce Investment Act of 1998, 29 USC §2811 et seq.
- Wagner Peyser Act, 29 USC §49 et seq.
- Adult Education and Family Literacy Act, 20 USC §9201 et seq.
- Job Corps, 29 USC §2881 et seq.
- Native American Programs, 29 USC §2911
- Migrant and Seasonal Farm Worker Programs, 29 USC §2912
- Rehabilitation Act of 1973, 29 USC §720 et seq.
- Social Security Act, 42 USC §603(a)(5)
- Older Americans Act of 1965, 42 USC §3056 et seq.
- Carl D. Perkins Vocational and Applied Technology Education Act, 20 USC §2301 et seq.
- Trade Act of 1974, 19 USC §9901 et seq.
- Job Counseling, Training, and Placement Services for Veterans, 38 USC §4100 et seq.
- Community Services Block Grant Program, 42 USC 9901 et seq.
- Unemployment Compensation System, IC 22-4 et seq.
- Other sources as available through public or private grants or agreements

Operating costs will be determined through the specific integrated services contracts developed between the *new name of WIB* and the local regional workforce boards. Other in-kind agreements may also be arranged between the WorkOne partner and the local regional workforce board.

V. Methods for Referral

A method of cross-referral will be developed between the WorkOne Partners in agreement with the Regional Operator conforming to all policies of the Department of Workforce Development. Referral may occur in person, by fax, telephone, mail or electronic means including information sharing through use of computer software programs developed for integrated service and program management.

VI. Equal Employment Opportunity and Nondiscrimination

- (a) Equal Opportunity Assurances: The parties to this Memorandum of Understanding assure that each will fully comply with the nondiscrimination and equal opportunity provisions of Section 188 of the Workforce Investment Act and its implementing regulations at 29 CFR Part 37. These regulations prohibit discrimination because of race, color, religion, sex,

national origin, age, disability, or political affiliation or belief in both participation and employment. In the case of participation in and Workforce Investment Act Title I financially assisted program or activity.

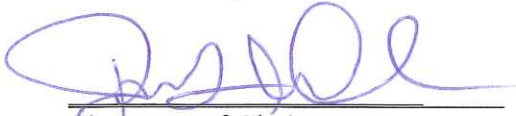
- (b) Discrimination Complaint Procedures: The parties to this Memorandum of Understanding will assure those complaints alleging discrimination on any of the above basis will be processed in accordance with 29 CFR Part 37.76 et sec.
- (c) Accessibility and Reasonable Accommodation: Pursuant to 29 CFR Part 37.7 through 37.10, the parties to this Memorandum of Understanding will assure that the following is provided in the One-Stop delivery systems:
 - 1. Facilities and programs which are architecturally and programmatically accessible;
 - 2. Reasonable accommodations for individuals with disabilities;
 - 3. Cost allocation method for making reasonable accommodations (i.e., shared or paid by one entity).
- (d) Obligation to Provide Notice: The parties to the Memorandum of Understanding will provide ongoing and continuing notification that it does not discriminate on any of the prohibited basis in accordance with 29 CFR Parts 37.29 through 37.34 of the implementing regulations for Section 188 of the Workforce Investment Act.

VII. Modification, Renewal, and Termination

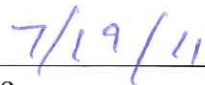
- (a) The parties may modify this Memorandum of Understanding consistent with applicable law and policies. Such modifications shall be made by mutual written agreement of the parties at any time.
- (b) This Memorandum of Understanding may be renewed under the same terms and conditions, subject to the approval of all the parties. The term may not be longer than the original term.
- (c) Any of the parties may terminate this Memorandum of Understanding with thirty days written notice to the other parties.

In Witness Whereof, the parties have, through their duly authorized representative, entered into this agreement. The parties, having read and understood the foregoing terms of this Memorandum of Understanding, do by their respective signatures, dated below hereby agree to the terms thereof.

New name of WIB



Signature of Chairperson



Date

Indiana Department of Workforce Development

Commissioner

Date

Central Indiana Regional Workforce Board, Inc.

Signature of Chairperson

Date

South Central Region 8 Workforce Board, Inc.

Signature of Chairperson

Date

Indiana Region 9 Workforce Board, Inc.

Signature of Chairperson

Date

Grow Southwest Indiana Workforce Board, Inc.

Signature of Chairperson

Date

Job Corps

Signature of Chairperson

Date

Native American Indian Center of Indiana

Signature

Date

**Migrant and Seasonal Farmworkers
Transition Resources Corporation**

Signature

Date

Indiana Family and Social Services Administration

Signature

Date